2. The labor organization involved claims to represent certain employees of the Employer.

3. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. The Petitioner seeks to represent in a single unit all the employees of the two grain elevators, the lumberyard, and the gasoline station. The Employer contends the Board should establish 3 units of its employees—1 unit for the 2 grain elevators, 1 for the lumberyard, and 1 for the filling station. In view of the close integration and interdependence of all four of the Employer's installations and the fact that no other labor organization seeks to represent separately any of the employees here involved, we find that the following employees constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9 (b) of the Act: All production and maintenance employees at the Employer's grain elevator, lumberyard, and gasoline station in Eaton, Colorado, and its grain elevator in Galeton, Colorado, excluding office clerical employees, guards, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

MEMBER RODGERS took no part in the consideration of the above Decision and Direction of Election.

the Employer cooperative is predominantly engaged in the operation of grain elevators and incidently engaged in selling lumber and gasoline products to its members. All of the Employer's facilities are not only under central management and control but their operation is directed toward the same end of serving the needs of the Employer's members. These facts in conjunction with the other commerce data in the record establish the integration necessary to treat these diverse operations as one entity for jurisdictional purposes.

Molina Mills, Incorporated *and* Union Trabajadores Industria de Alfombras, Local 24933, AFL–CIO,[1] Petitioner. *Case No. 24–RC–870. May 9, 1956*

DECISION AND ORDER

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before George L. Weasler, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.

[1] The AFL and CIO having merged since the initiation of this proceeding, we are amending the designation of the Petitioner and the Intervenor.

2. The labor organizations involved claim to represent certain employees of the Employer.

3. No question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act for the following reasons:

The Petitioner seeks to represent a unit of production and maintenance employees at the Employer's plant, otherwise known as plant No. 4. The Employer and the Intervenor, United Packinghouse Workers of America, AFL–CIO, contend that only a unit comprising all the production and maintenance employees in the plants of Creative Textiles, Inc., and of the Employer can be appropriate.

The Employer, Creative Textiles, Inc., and a third corporation named V'Soski Shops, Inc., are engaged in the manufacture of rugs at six related plants. Creative Textiles, Inc., operates plants Nos. 1, 2, and 5 at Vega Baja, Puerto Rico, and plant No. 3 at Manati within 3 miles of plant No. 1; V'Soski Shops, Inc., operates plant No. 6 at Vega Baja; and the Employer operates plant No. 4 at Vega Alta, about 23 miles from Vega Baja. There is a general interlocking of corporate officers of the three corporations and a high degree of integration among the plants.

The offices of all 3 corporations are located at plant No. 1 where all orders are received, patterns made, and all paperwork pertaining to the 3 corporations is done. Here the office people are on the various payrolls of the 3 corporations. One bookkeeper is in charge of all bookkeeping and the same auditor audits the books of all the corporations. The plant manager of Creative Textiles, Inc., plants and of the Employer's plant is in charge of the labor relations of the three corporations and testified that the same labor policies are effective at each company.

The employees at all plants have the same working hours and benefits. Although there have been no transfers from plant No. 4, employees have been transferred, temporarily, from the other plants to plant No. 4. At such times, it is also necessary to transfer supervisors, all of whom are carried on the plant No. 4 payroll, and when the work subsides, they are transferred back to their original plant. About four employees of plant No. 4 who finish up part of the product of plant No. 4, actually perform their work at plant No. 5. They are carried on the payroll of plant No. 4.

Shop orders are sent from plant No. 1 to plant No. 3 where all the materials are brought together and the design stamped. From plant No. 3, the rugs go to plant No. 4 for the tufting operation, and then to plant No. 2 where rubber backing is applied to the rugs and the shearing and cording operations are performed. The rugs are finished at plant No. 5 where they are finally checked, cleaned, and

packed for shipment. The record does not show what operations are carried on at plant No. 6. There are certain operations which Creative Textiles, Inc., does for plant No. 4 with its personnel, and for those operations it is paid by the square foot.

Following a consent election (Case No. 24–RC–620, not reported in printed volumes of Board Decisions and Orders), the Intervenor was certified on October 2, 1953, as the bargaining representative of a production and maintenance unit at Creative Textiles, Inc., plants Nos. 1, 2, 3, and at the Employer's plant No. 4. Thereafter a contract was executed covering these employees. Likewise, as a result of a consent election (Case No. 24–RC–834), the Intervenor was certified as the bargaining representative of V'Soski Shops, Inc., plant No. 6, on November 23, 1955. The plant manager testified that the provisions of the contract with the Intervenor have been applied to all plants. It thus appears that the Employer's plant No. 4 has been bargained for as part of a larger multiplant unit.

In view of the foregoing, particularly the bargaining history on a multiplant basis, the integration of plants, the uniformity of wages, hours, and working conditions, the interchange of employees, and the centralized managerial control of operations and labor relations, we find that a unit limited to the Employer's plant No. 4 is not appropriate.

The Petitioner apparently argues, however, that because of certain recent developments, the Employer's plant No. 4 has become, in effect, a new plant. In September 1955, the 3 corporations assumed 50 percent of the orders of another corporation known as Floor Coverings, whose plant had been destroyed by fire. With the assumption of these orders, many employees who had formerly worked at Floor Coverings were hired. This hiring increased the complement of employees at plant No. 4 from approximately 35 to 105, and resulted in the transfer of some of the original employees of plant No. 4 to plants Nos. 1, 3, and 5 of Creative Textiles, Inc. At the time of the hearing, plant No. 4 was producing 55 percent of the product of the Floor Covering Company, and 45 percent of the product was produced at plant No. 1 with the original plant No. 4 employees. The total product from Floor Coverings orders is commenced in plants Nos. 1 and 5. From there 55 percent of it goes to plant No. 4 for the tufting operation and the remaining 45 percent has the tufting operation performed at plant No. 1. All work is then sent to plant No. 5 for the finishing operation.

The Petitioner was the bargaining representative of the employees at Floor Coverings, and, in effect, claims that with the assumption of the orders of Floor Coverings and the resulting restaffing of plant No. 4 with former employees of Floor Coverings, plant No. 4 amounts to a separate operation. Although plant No. 4 does appear to be staffed with former employees of Floor Coverings and to be occupied pri-

marily with those orders, we conclude that it has not become a separate operation devoted to Floor Coverings work, but continues to be operated by the Employer as an integral part of the multiplant operation. With the assumption of the Floor Coverings orders, some rearrangement of operations was necessary, but the facts show that the Floor Coverings orders have been undertaken by the multiplant operation and are being carried out through the combined functions of the several plants. As the unit petitioned for is inappropriate, we shall dismiss the petition.

[The Board dismissed the petition.]

Mississippi Valley Structural Steel Company *and* Shopmen's Local Union No. 518 of the International Association of Bridge, Structural & Ornamental Iron Workers, AFL–CIO, Petitioner.
Case No. 14–RC–2925. May 9, 1956

DECISION AND DIRECTION

Pursuant to a stipulation for certification upon consent election entered into by the parties January 5, 1956, an election by secret ballot was conducted on January 18, 1956, among the employees at the Employer's St. Louis, Missouri, plant under the direction and supervision of the Regional Director for the Fourteenth Region. At the conclusion of the election, the parties were furnished with a tally of ballots which shows that, of approximately 129 eligible voters, 125 cast ballots, of which 59 were cast for, and 59 against, the Petitioner, and 7 were challenged.

As the challenged ballots were sufficient in number to affect the results of the election, the Regional Director conducted an investigation of the challenged ballots and thereafter, on March 28, 1956, issued and served upon the parties his report in which he recommended to the Board that the challenges to the ballots of Kitson, Adkins, Forester, and Ross be sustained and that the challenges to the ballots of Cole, Cochren, and Morice be overruled. On April 6, 1956, the Employer filed its exceptions to the report and the Petitioner filed its exceptions on April 9.

Upon the entire record in this case, the Board makes the following findings:

1. The Employer is engaged in commerce within the meaning of the Act.

2. The labor organization involved claims to represent employees of the Employer.